



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E		New	Vendor Code			Dept.		Contract Number	
M	X	Change	INLANDA717		SC	OOA	A	00-539 A-1	
X		Cancel							
County Department					Dept.		County.	Contractor's License No.	
Department of Aging and Adult Services									
County Department Contract Representative					PH. Ext.		Amount of Contract		
Lori Ciabattini					388-0253		\$ 201,730.00		
Fund	Dept.	Organization	APR.	Obi/Rev Source	Activity	GRC/PRO/JOB Number			
SYW	OOA	OOA	200	2445					
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Project Name				00/01	\$ 140,075.00				
DAAS - HICAP				00/01	\$ 61,655.00	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Human Services System, hereinafter called the County, and

Name

Inland Agency

hereinafter called

Contractor

Address

5235 River Crest Drive, Suite P

Riverside, Ca 92507

Phone

Birth Date

(909) 697-6565

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attachment plans, specifications, and addenda, if any.)

Amendment No. 1

It is hereby agreed to amend contract #00-539 between County and Inland Agency as follows:

III. FISCAL AND PROGRAM PROVISIONS:

Paragraph A, Item 1 to read as amended:

1. Maximum Funds Available

The maximum amount of funds available under this Agreement shall be \$201,730 and shall be subject to the availability of funds from CDA. This amount includes the original contract amount and all subsequent amendments, it is broken down as follows:

Original Contract \$140,075.00 July 1, 2000 through June 30, 2001

V. INDEMNIFICATION AND INSURANCE:**Paragraph B, Item 3 to read as added:****3. Errors and Omissions – or– Professional Liability Insurance**

Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

XI. GENERAL PROVISIONS:**Paragraph D, Item 11 to read as amended:****D. Contractor agrees to and shall comply with the County's Child Support Compliance Program requirements:****11. Contractor's Warranty of Adherence to County's Child Support Compliance Program.**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby acknowledges the County may require the Contractor to submit a completed Principal Owner Information (POI) Form upon the request of the District Attorney.

Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.

Failure of Contractor to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to County under law or under any other provision of this contract, failure to cure such default within 90 days of notice

by the San Bernardino County Department of Child Support shall be grounds upon which the County Board of Supervisors may terminate this contract.

Paragraph K to read as added:

- K. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Paragraph L to read as added:

- L. Inaccuracies or Misrepresentations: If during the course of the administration of this agreement, the county determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

EXHIBIT E:

The HICAP Program Budget is deleted and replaced with the attached HICAP Program Budget, dated March 2001, for FY 2000/2001.

All other terms and conditions of this Agreement, Contract No. 00-539, shall remain the same and are incorporated herein by this reference.

This amendment shall be effective when executed by both parties.

COUNTY OF SAN BERNARDINO

etc.)

►
Fred Aguiar, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Inland Agency

(Print or type name of corporation, company, contractor,

By ►
(Authorized signature - sign in blue ink)

Name: Linda Dunn

(Print or type name of person signing contract)

Title: Executive Director

(Print or Type)

Dated: _____

Address: 5235 River Crest Drive, Suite P

Riverside, CA 92507

Approved as to Legal Form

►
Regina Coleman, County Counsel

Reviewed by Contract Compliance

►
Tanya Bratton, Contract Administration

Reviewed for Processing

►
Agency Administrator/CAO

Date _____ | Date _____ | Date _____